considered. The court decided, Justice Harlan dissenting, that municipal corporations, with all their rights and powers, are creations of State legislation, and they are not protected by that clause of the constitution which forbids the enactment of any law which impairs the obligation of contracts. Neither can any limitation or withdrawal by the legislature of the municipality's power to tax be set aside by, or submitted to the jurisdiction of, the Supreme Court, on the ground that it is taking property without due process of law. The legislature has plenary power over the municipality, even as to contracts previously passed upon by the State Supreme Court. After citing several precedents, including the Dartmouth College case, the opinion proceeds: "But further citations of authorities upon this point are unnecessary. They are full and conclusive to the point that the municipality, being a mere agent of the State, stands in its govermental or public character in no contract relation with its sovereign, at whose pleasure its charter may be amended, changed, or revoked, without the impairment of any constitutional obligation, while with respect to its private or proprietary rights and interests it may be entitled to the constitutional protection. In this case the city has no more right to claim an immunity for its contract with the water-works company, than it would have had if such contract had been made directly with the State. The State, having authorized such contract, might revoke or modify it at its pleasure."

Stipulations in Telegraph Blanks — Right to Bring Suit — Parties. — In *Sherill* v. *West. Un. Tel. Co.*, 14 S. E. Rep. 94 (N. Car.), a message was written on a telegraph blank containing the following stipulation: "The company will not be liable for damages in any case where the claim is not presented in writing within sixty days after sending the message." The court said that this would ordinarily be a reasonable requirement; but circumstances might make it unreasonable, as where the message was never delivered, which was the fact in this case. The court said: "The plaintiff has made no demand before suit brought, but the general rule that the commencement of an action is equivalent to a demand applies to cases of this kind (Thomp. Elec. § 256). If, therefore, the action was begun within sixty days after knowledge by the plaintiff of the failure to deliver the message, it would be such compliance with the stipulation as could be required in a case where a message was not delivered at all. If not brought within such time, the plaintiff is barred by his own negligence in not presenting his claim within the specified time." The message

was sent by the plaintiff's sister to his father, at whose house he was staying, telling of the illness of the plaintiff's daughter, "for the use and benefit of the plaintiff," and prepaid out of his funds. The court said: "The plaintiff could therefore maintain the action, both because the sister was his agent for the purpose of sending the telegram, and also because the plaintiff was the beneficial party in the contemplation of the contract of sending the message, since it was on its face sent for his benefit, and he was the party who alone would be injured by its negligent delay or non-delivery."

Extradition — Trial for a Different Offence. — In *Ex parte McKnight*, 28 N. E. Rep. 1034, the Supreme Court of Ohio has held that a person surrendered to the authorities of a State from another State on extradition proceedings, cannot, while held in custody thereunder, be lawfully tried for any other crime than that upon which his extradition was obtained, unless he voluntarily waives his privilege. There are many conflicting decisions upon this subject both as to international and inter-State extradition, but as regards the former, *State* v. *Vanderpool*, 39 O. St. 273, and *U. S.* v. *Rauscher*, 119 U. S. 407, hold that under the Ashburton treaty, although the treaty itself is silent upon the question, one cannot be so tried. In *State* v. *Stewart*, 60 Wis. 587, the Supreme Court of Wisconsin while recognizing the soundness of these decisions, holds that they are not applicable to cases of inter-State extradition. This, however, the Ohio court denies; the right itself exists solely by virtue of the provisions in the federal constitution, without which no State would be under any obligation to surrender to another any person within its borders. Sec. 5278 of the Revised Statutes provides that a copy of the indictment found must accompany the request for extradition, which would be useless could the prisoner afterwards be tried on a totally different charge. The court say that it is unreasonable to suppose any State would pay any serious attention to a general representation that the party was guilty of *some* violation of the laws of the State demanding him, yet that is practically the present case. They therefore hold that sound principle compels them to decide that the prisoner could only be tried upon the specific charge upon which his extradition was based.

Imputed Negligence — Louisville N. A. & C. R. R. v. *Creek*, 29 N. E. Rep. 481 (Ind.) C. was riding in a buggy with her husband across a railroad track and while so doing was killed by the negligence of the defendant's servants. C.'s husband was guilty of